Clerk's stamp

JUDICIAL CENTRE OF CALGARY
FILED DIGITALLY
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Jul 21, 2026
8:41 AM
CLERK OF THE COURT

COURT FILE NUMBER	2601-03446
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF RDFN FUM NATURAL PRODUCTS LTD. and RDFN FUM NATURAL PRODUCTS INC.
APPLICANTS	RDFN FUM NATURAL PRODUCTS LTD. and RDFN FUM NATURAL PRODUCTS INC.
DOCUMENT	**APPLICATION**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**MLT AIKINS LLP** Barristers and Solicitors #2100 – 222 3rd Ave SW Calgary, AB T2P 0B4 Attention: Ryan Zahara / Kaitlin Ward Telephone: (403) 693-5420 / 4311 Email: rzahara@mltaikins.com / kward@mltaikins.com File No. 0185373.00001

NOTICE TO RESPONDENTS: SEE SERVICE LIST ATTACHED AS SCHEDULE "A"

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Justice.

To do so, you must be in Court when the application is heard as shown below:

Date:	July 27, 2026
Time:	10:00 am
Where:	Calgary Courts Center via WebEx Virtual Courtroom 60: https://albertacourts.webex.com/meet/virtual.courtroom60
Before:	The Honourable Justice R.W. Armstrong

Go to the end of this document to see what you can do and when you must do it.

REMEDY CLAIMED OR SOUGHT:

1. The Applicants, RDFN FUM Natural Products Ltd. ("**FUM Canada**") and RDFN FUM Natural Products Inc. ("**FUM US**"; collectively with FUM Canada, the "**Applicants**" or

"**FUM**") bring this application (the "**Application**") pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") for the following:

(a) an Order substantially in the form attached at **Schedule "B"** hereto providing for the following relief:

   (i) declaring service of the Application and supporting materials good and sufficient, and if necessary, abridging time for notice of the Application to the time actually given;

   (ii) extending the Stay Period pursuant to the April 23, 2026 Order of the Honourable Justice A.G. Kuntz (the "**First Stay Extension Order**") from July 31, 2026 up to and including October 2, 2026 (the "**Stay Extension**");

   (iii) extending the Guarantee Stay (as defined below) granted pursuant to the First Stay Extension Order from July 31, 2026 up to and including October 2, 2026 (the "**Guarantee Stay Extension**");

   (iv) approving a key employee retention plan (the "**KERP**") and corresponding charge to secure obligations under the KERP up to the amount of $100,000 (the "**KERP Charge**") for individuals identified as critical management personnel of the Applicants in order to retain and incentivize those parties to ensure the success of the CCAA proceedings;

   (v) approving the actions, activities and conduct of the Monitor (as defined below), as set out in the Third Report of the Monitor (the "**Third Report**"); and

   (vi) approving the accounts of the Monitor and the Monitor's legal counsel, Osler, Hoskin & Harcourt LLP, Munsch Hardt Kopf & Harr, P.C., and Norton Rose Fulbright Canada LLP, for their respective fees and disbursements.

(b) an Order (the "**Sealing Order**") substantially in the form attached hereto as **Schedule "C"** sealing the Confidential Supplement to the Fourth Affidavit of Braeden Pauls, sworn July 20, 2026 (the "**Confidential Supplement**"); and

(c) such further and other relief as this Honourable Court may deem just.

Capitalized Terms

2. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Fourth Affidavit of Braeden Pauls, sworn July 20, 2026 (the "**Fourth Pauls Affidavit**") or the Amended and Restated Initial Order granted in these proceedings on March 12, 2026 by the Honourable Justice J.S. Little (the "**ARIO**").

GROUNDS FOR MAKING THIS APPLICATION:

Background of CCAA Proceedings

3. On the NOI Filing Date, the Applicants each filed a Notice of Intention to Make a Proposal (the "**NOIs**", and such proceedings, the "**Proposal Proceedings**") under and pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, 1985, c. B-3 (the "**BIA**").

4. Alvarez and Marsal Canada Inc. ("**A&M**") was appointed to act as the proposal trustee of the Applicants in the Proposal Proceedings.

5. On March 2, 2026, this Honourable Court pronounced an Initial Order in the CCAA Proceedings (the "**Initial Order**"), which, among other things: (i) continued the Applicants' Proposal Proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**"); (ii) established the Stay, for the initial ten (10) day Stay period; and, (iii) appointed A&M as the monitor (when referred to in such capacity, the "**Monitor**") of the Applicants.

6. On March 12, 2026, the Honourable Justice J.S. Little granted the ARIO in respect of the Applicants. The ARIO, among other things, extended the Stay Period to May 26, 2026.

7. On April 23, 2026, the Honourable Justice A.G. Kuntz granted the First Stay Extension Order, which, among other things: (i) extended the Stay Period to July 31, 2026; and (ii) expanded the application of the Stay to include the Guarantee Claims against the Guarantee Stay Parties (each as defined in the First Stay Extension Order).

8. Also on April 23, 2026, the Honourable Justice A.G. Kuntz granted a Claims Process Order (the "**Claims Process Order**"), which provided for a Claims Bar Date of June 15, 2026. The Claims Process Order provided claimants with seven calendar days to submit a Notice

of Dispute in response to any Notice of Revision or Disallowance issued by the Monitor and required such claimants to schedule an application with the Court of King's Bench of Alberta within 14 days of issuing the Notice of Dispute.

Activities Since the Granting of the First Stay Extension Order

9. The Applicants have continued to advance their restructuring since the granting of the First Stay Extension Order on April 23, 2026. The Applicants' activities have included, but are not limited to, the following:

   (a) working with the Monitor to review claims submitted in accordance with the Claims Process Order;

   (b) engaging with various creditors and stakeholders to negotiate, and where possible, resolve the claims submitted pursuant to the Claims Process Order;

   (c) engaging with the Applicants' professional advisors and the Monitor to formulate a plan or plans of arrangement for the benefit of the Applicants' creditors;

   (d) assisting the Monitor in completing a liquidation analysis of the Applicants' Business and Property;

   (e) working with the Applicants' professional advisors and the Monitor to start preparing materials in respect of a Creditors' Meeting;

   (f) working with the Monitor to prepare a Fourth Cash Flow Forecast (as defined below); and

   (g) continuing to operate their business in the ordinary course.

Extension of the Stay Period

10. The Applicants have acted, and are continuing to act, in good faith and with due diligence.

11. The Stay Extension is necessary to provide the Applicants with continued protection from creditor enforcement while they:

(a) work with the Monitor to resolve all outstanding claims submitted through the Claims Process Order;

(b) finalize the total amount of accepted claims against the Applicants;

(c) negotiate with creditors and stakeholders to generate their support for a proposed plan of arrangement (the "**Plan**");

(d) work with their professional advisors to complete the materials in support of an application for a Creditors' Meeting Order which at this time is anticipated to be sought at a court application scheduled for August 28, 2026;

(e) if the Creditors' Meeting Order is approved, hold a creditors' meeting for the purpose of voting on the Plan;

(f) work with their professional advisors to apply for approval of a Plan Sanction Order; and

(g) continue operating in the ordinary course of business.

12. The Applicants anticipate having sufficient liquidity to fund their obligations and the costs of the CCAA Proceedings, to the end of the proposed extension of the Stay Period.

13. It is just, convenient, necessary, and in the best interest of the Applicants and their stakeholders, that the Applicants be afforded an extension of the Stay Period.

14. The Monitor supports the extension of the Stay Period, as sought by the Applicants.

<u>Extension of Guarantee Stay</u>

15. As noted above, pursuant to the First Stay Extension Order, this Court ordered that during the Stay Period, no Proceedings shall be commenced or continued against or in respect of any of the Applicants' current or former directors, officers, or employees (collectively, the "**Guarantee Stay Parties**") in respect of any guarantees granted by the Guarantee Stay Parties, including the Personal Guarantees granted by the Personal Guarantors (the "**Guarantee Stay**").

16. The Applicants are seeking an extension of the Guarantee Stay such that the Guarantee Stay will be extended commensurate with the Stay Extension (if approved) to facilitate the restructuring process.

17. The Personal Guarantors have engaged in good faith with Business Development Bank of Canada ("**BDC**"), the creditor who holds the only executed guarantees granted by the Personal Guarantors, to provide information regarding the Guarantee Claims (as defined in the First Extension Order). The Personal Guarantors require the continuation of the Guarantor Stay in order to allow them to continue to engage in good faith with BDC and, potentially, find a resolution to BDC's claims under the Personal Guarantees.

18. Further, the prospect of BDC or any other creditors enforcing on the Personal Guarantees or any guarantees granted by the Guarantee Stay Parties risks diverting the attention of key employees and management at a critical point in the Applicants' restructuring. A successful resolution of the within CCAA proceedings will require the active, committed involvement of the Guarantee Stay Parties, including the Personal Guarantors.

19. The extension of the Guarantee Stay is appropriate in the circumstances.

<u>KERP and KERP Charge</u>

20. With the assistance of the Monitor, the Applicants have developed a KERP to facilitate and encourage the continued participation of management personnel identified as key employees (the "**Key Employees**"), the continued retention of whom is critical to maintaining the Applicants' business operations as a going-concern and to incentivize the Key Employees to assist in maximizing the Applicants' value as a going concern while they work to finalize a Plan.

21. The Applicants seek this Court's approval of the proposed KERP and the corresponding KERP Charge as a priority charge on the Applicants' property securing payment of the KERP.

22. The KERP is capped at a total payment of $100,000 (the "**KERP Payment**"). Key Employees that are designated as "Eligible Participants" under the KERP are eligible to receive a designated portion of the KERP Payment.

23. Payments vest in the Eligible Participants upon the successful implementation of a Plan, which shall be confirmed by the Monitor filing a Certificate confirming the implementation of the Plan.

24. The Key Employees have significant experience, specialized expertise, and personal relationships with employees, customers, and suppliers that cannot be replicated or easily replaced. The Applicants anticipate that the Key Employees may also be presented with more certain employment opportunities while facing increased workloads during these CCAA proceedings.

25. The Key Employees include directors and officers that are necessary and integral to the Applicants' business and operations continuing to operate in the normal course.

26. The Monitor has approved the KERP and the proposed KERP Payment amounts, and the KERP Charge.

27. If approved, the KERP Charge would be subject to the Administrative Charge and the Director's Charge, but would rank ahead of all other encumbrancers other than certain priority payables, as follows:

    (a) First – Administration Charge: $500,000;

    (b) Second – Directors' Charge: $200,000; and

    (c) Third – KERP Charge: $100,000.

28. The KERP Charge is necessary to maximizing the value of FUM, ensuring a successful restructuring, the continued involvement of the restructuring professionals, key employees, directors and officers and are in the best interest of all of FUM's stakeholders.

29. All secured parties who may be affected by the Charges will be given notice of the within Application.

<u>Approval of the Monitor's and the Monitor's Counsel's Fees and Disbursements</u>

30. Pursuant to the ARIO, the Monitor, and counsel to the Monitor, among others, are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants.

31. The ARIO provides that the Monitor and its legal counsel shall pass their accounts from time to time. In performing their duties pursuant to the ARIO, the Monitor and its counsel have incurred the fees and disbursements to be detailed in the Third Report.

32. In accordance with CCAA practices, the Applicants and the Monitor seek approval of the interim fees, disbursements, conduct, and activities of the Monitor, and the interim fees and disbursements of counsel to the Monitor.

33. The Applicants request the Court's approval of such fees and disbursements.

Sealing Relief

34. The Applicants are seeking approval of the Sealing Order, which proposes to seal the Confidential Supplement, which encloses an unredacted copy of the proposed KERP (the "**Unredacted KERP**").

35. The Unredacted KERP contains private and confidential information pertaining to the Key Employees, including details of payments to be made to Key Employees. Accordingly, the Applicants believe that any disclosure of the information in the Unredacted KERP would be detrimental to the Key Employees, and could potentially provide sufficient information to allow competitors to attempt to lure those Key Employees away to alternative employment. As such, the Applicants are looking to seal the Unredacted KERP on the Court record pursuant to the terms of the Sealing Order.

36. A sealing order is necessary to prevent the information in the Confidential Supplement from forming part of the public record or otherwise being published and disclosed.

37. For these reasons, the usual openness of the Court process would pose a serious risk to an important public interest, namely, maintaining confidentiality and personal information over the specific salary-related information. The granting of the Sealing Order is necessary to prevent this serious risk to this important interest because there are no reasonable alternatives that will prevent such risk. Finally, as a matter of proportionality, the benefits of the Sealing Order outweigh any deleterious effects on the rights and interests of the public.

38. The Applicants further rely on:

(a) the grounds set out in the Fourth Pauls Affidavit;

(b) the provisions of the CCAA and the equitable jurisdiction of this Court; and

(c) such further and other grounds as counsel for the Applicants may advise and this Honourable Court may permit.

Material or evidence to be relied on:

39. The ARIO and First Stay Extension Order;

40. The First Affidavit of Braeden Pauls, filed February 24, 2026;

41. The Second Affidavit of Braeden Pauls, filed March 6, 2026;

42. The Third Affidavit of Braeden Pauls, filed April 15, 2026;

43. The Fourth Affidavit of Braeden Pauls, sworn July 20, 2026;

44. The Confidential Supplement to the Fourth Affidavit of Braeden Pauls, sworn July 20, 2026;

45. The First Report of the Proposal Trustee and Proposed Monitor, dated February 26, 2026;

46. The First Report of the Monitor, dated March 10, 2026;

47. The Second Report of the Monitor, dated April 17, 2026;

48. The Third Report of the Monitor, to be filed; and

49. Such further and other materials as counsel for the Monitor or the Applicants may advise and this Honourable Court may permit.

Applicable rules:

50. Part 6, Division 1 of the Alberta *Rules of Court*, Alta Reg 124/2010.

Applicable Acts and regulations:

51. The *Companies' Creditors Arrangement Act*, RSC 1985, c C-36; and

52. Such further and other Acts or regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

53. None.

How the application is proposed to be heard or considered:

54. By WebEx videoconference before the Honourable Justice R.W. Armstrong.

WARNING If you do not come to Court either in person or by your lawyer, the Court may give the applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant a reasonable time before the application is to be heard or considered.

SCHEDULE "A"

SERVICE LIST

COURT FILE NUMBER	2601-03446
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF RDFN FUM NATURAL PRODUCTS LTD. AND RDFN FUM NATURAL PRODUCTS INC.
DOCUMENT	**SERVICE LIST** **As of June 12 2026**

SERVICE RECIPIENT	RECIPIENT STATUS
MLT AIKINS LLP 2100, 222 - 3 Avenue SW Calgary, AB T2P 0B4 **Attention:** **Ryan Zahara** Email: rzahara@mltaikins.com **Attention:** **Chris Nyberg** Email: cnyberg@mltaikins.com **Attention:** **Kaitlin Ward** Email: kward@mltaikins.com	Counsel to RDFN FUM Natural Products Ltd. and RDFN FUM Natural Products Inc.
ALVAREZ AND MARSAL CANADA INC. Bow Valley Square 4 Suite 1110, 250 6th Avenue SW Calgary, AB T2P 3H7 **Attention:** **Orest Konowalchuk** Email: okonowalchuk@alvarezandmarsal.com **Attention:** **Marianna Lee** Email: marianna.lee@alvarezandmarsal.com **Attention** **Brinton Wolever** Email: bwolever@alvarezandmarsal.com	Proposal Trustee / Proposed Monitor

SERVICE RECIPIENT	RECIPIENT STATUS
OSLER, HOSKIN & HARCOURT LLP Suite 2700, Brookfield Place 225 – 6th Avenue SW Calgary, AB T2P 1N2 **Attention:** **Randal Van de Mosselaer** Email: rvandemosselaer@osler.com	Counsel to the Proposal Trustee / Proposed Monitor
OFFICE OF THE SUPERINTENDENT IN BANKRUPTCY Harry Hays Building 220 – 4th Avenue SE, Suite 478 Calgary, AB T2G 4X3 Email: osbservice-bsfservice@ised-isde.gc.ca	
CANADA REVENUE AGENCY Surrey National Verification and Collection Centre 9755 King George Boulevard Surrey, BC V3T 5E1 Fax: 1-866-219-0311	
ALLEN, DYER, DOPPELT + GILCHRIST, PA 121 Alhambra Plaza, Suite 1250 Coral Gales, Florida 33134 USA **Attention:** **Robert H. Thornburg, Esq.** Email: rthornburg@allendyer.com **Attention:** **James R. Leahy, Esq.** Email: jleahy@allendyer.com **Attention:** **Giulia C. Farrior, Esq.** Email: gfarrior@allendyer.com	Counsel to BFL Metal Products Co., Ltd.
GOWLING WLG 421 7 Ave SW Suite #1600 Calgary, AB T2P 4K9 **Attention:** **Sam Gabor** Email: sam.gabor@gowlingwlg.com	Counsel to BFL Metal Products Co., Ltd.

SERVICE RECIPIENT	RECIPIENT STATUS
BUSINESS DEVELOPMENT BANK OF CANADA The Edson, Suite 1310, 150 – 9th Avenue SW Calgary, AB T2P 3H9 **Attention: Nataya Stephens** Email: nataya.stephens@bdc.ca **Attention: Tamieka Pennant-Dussard** Email: tamieka.pennant-dussard@bdc.ca	Unsecured Creditor
AMEX BANK OF CANADA PO Box 3204, Station "F" Toronto, ON M1W 3W7 **Attention: Customer Service - Complaints**	Unsecured Creditor
WAYFLYER FINANCIAL DAC One Park Place, Hatch Street Dublin 2, XX Ireland **Attention: Kevin Slattery** Email: Kevin.Slattery@wayflyer.com **Attention: Paul Grehan** Email: paul.grehan@wayflyer.com	PPR Registrant
CFT CLEAR FINANCE TECHNOLOGY CORP. 33 Yonge Street, Suite 1302 Toronto, ON M5E 1G4 **Attention: Andrew Curtis** Email: andrew.curtis@clearbanc.com **Attention: Nader Dabbo** Email: nader@clearbanc.com **Attention: Blake Connoy** Email: blake@clearbanc.com	UCC Registrant
MIDDESK, INC. 56 Broad St., Suite 14033 Boston, MA 02109 USA	UCC Registrant

SERVICE RECIPIENT	RECIPIENT STATUS
WEBBANK 100 Shockoe Slip, 2nd Floor Richmond, VA 23219 USA Email: capital-support@shopify.com	Creditor

SERVICE LIST EMAIL ADDRESSES

rzahara@mltaikins.com; cnyberg@mltaikins.com; kward@mltaikins.com; okonowalchuk@alvarezandmarsal.com; marianna.lee@alvarezandmarsal.com; bwolever@alvarezandmarsal.com; rvandemosselaer@osler.com; osbservice-bsfservice@ised-isde.gc.ca; rthornburg@allendyer.com; jleahy@allendyer.com; gfarrior@allendyer.com; sam.gabor@gowlingwlg.com; nataya.stephens@bdc.ca; tamieka.pennant-dussard@bdc.ca; Kevin.Slattery@wayflyer.com; paul.grehan@wayflyer.com; andrew.curtis@clearbanc.com; nader@clearbanc.com; blake@clearbanc.com; capital-support@shopify.com

SCHEDULE “B”

STAY EXTENSION ORDER AND OTHER ANCILLARY RELIEF

Clerk's Stamp

COURT FILE NUMBER	2601-03446
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
MATTER	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF RDFN FUM NATURAL PRODUCTS LTD. and RDFN FUM NATURAL PRODUCTS INC.
APPLICANTS	RDFN FUM NATURAL PRODUCTS LTD. and RDFN FUM NATURAL PRODUCTS INC.
DOCUMENT	**ORDER – Stay Extension, KERP, KERP Charge, and Approval of Monitor's Actions and Fees**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**MLT AIKINS LLP** 222 - 3rd Avenue S.W. Calgary, AB T2P 0B4 Attention: Ryan Zahara / Kaitlin Ward Telephone: 403.693.5420 / 4311 Email: rzahara@mltaikins.com / kward@mltaikins.com Fax Number: 403.508.4349 File No.: 0185373.00001

DATE ON WHICH ORDER WAS PRONOUNCED:	**July 27, 2026**
LOCATION OF HEARING:	**CALGARY, ALBERTA**
NAME OF JUSTICE WHO MADE THIS ORDER:	**HONOURABLE JUSTICE R.W. ARMSTRONG**

UPON the application (the "**Application**") of RDFN FUM Natural Products Ltd. ("**FUM Canada**") and RDFN FUM Natural Products Inc. ("**FUM US**"; collectively with FUM Canada, the "**Applicants**") for an Order pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") approving, among other things, an extension to the stay of proceedings, approving a key employee retention plan and corresponding charge to secure obligations under the KERP and approval of the actions of the monitor;

AND UPON having read the Application, the Amended and Restated Initial Order granted in these proceedings on March 12, 2026 by the Honourable Justice J.S. Little (the "**ARIO**"), the Order (Stay Extension and Guarantee Stay) granted by the Honourale Justice A.G. Kuntz dated April 23, 2026 (the "**First Stay Extension Order**"); **AND UPON** reading the Fourth Affidavit of Braeden Pauls, sworn July 20, 2026 (the "**Fourth Pauls Affidavit**") and the Confidential Supplement to the Fourth Affidavit of Braeden Pauls, sworn July 20, 2026 (the "**Confidential Supplement**"); **AND UPON** reading the Third Report of Alvarez and Marsal Canada Inc. (the "**Monitor**") (the "**Third Report**"); **AND UPON** hearing counsel for the Applicants, the Monitor and counsel for any other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of notice of this Application and the materials filed in connection therewith is hereby abridged and service thereof is deemed good and sufficient and this Application is property returnable today.

Capitalized Terms

2. All capitalized terms used in this Order and not otherwise defined shall have the same meaning as ascribed to such terms in the ARIO.

Stay Extension

3. The stay of proceedings is hereby extended by amending paragraph 14 of the ARIO (as amended by the First Stay Extension Order) by deleting the date "July 31, 2026" and replacing it with the date "October 2, 2026".

Guarantee Stay

4. During the Stay Period, no Proceeding shall be commenced or continued against or in respect of any of the former, current, or future directors, officers, or employees of the Applicants (collectively, the "**Guarantee Stay Parties**") with respect to any claim that arose before February 4, 2026, or which relates in whole or in part to facts or matters in existence before February 4, 2026, which relates to any obligations of the Guarantee

Stay Parties under or in connection with any guarantee, indemnity, suretyship, or other claim, contract, or agreement (whether express or implied), by which any Guarantee Stay Party may be asserted or alleged to be liable for any obligations, liabilities, or indebtedness, of any Applicant(s) (collectively, "**Guarantee Claims**"), except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Guarantee Stay Party in relation to any Guarantee Claims are hereby stayed and suspended pending further order of this Court.

5. Without limiting paragraph 4 hereof, for greater certainty, any claims or Proceedings which are or may be advanced under or in connection with the Guarantee, dated August 22, 2024, granted by Braeden Wesley Pauls, Daniel David Ogden, and Josiah John Pauls, to and in favour of Business Development Bank of Canada, are Guarantee Claims against Guarantee Stay Parties and are subject to paragraph 4 of this Order.

Activities and Fees

6. The Monitor's activities, actions, and conduct, as set out in the Third Report are hereby ratified and approved.

7. The Monitor's accounts for fees and disbursements, as set forth in the Third Report, are hereby approved.

8. The accounts of the Monitor's legal counsel, Osler, Hoskin & Harcourt LLP, Munsch Hardt Kopf & Harr, P.C., Norton Rose Fulbright Canada LLP, for their respective fees and disbursements, as set forth in the Third Report, are hereby approved

Key Employee Retention Plan

9. The Key Employee Retention Plan (the "**KERP**"), as described in the Fourth Pauls Affidavit and appended in unredacted form to the Confidential Supplement, is hereby approved and the Applicants are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the KERP.

10. Payments by the Applicants pursuant to the KERP do not and shall not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

11. The key employees referred to in the KERP (the "**Key Employees**") shall be entitled to the benefit of and are hereby granted a charge on the Property, which charge shall not exceed an aggregate amount of $100,000 (the "**KERP Charge**"), as security for amounts payable to the Key Employees pursuant to the KERP.

12. The KERP Charge shall have the priority set out in paragraphs 13 and 14 hereof.

Validity and Priority of Charges

13. The priorities of the Administration Charge, the Directors' Charge and the KERP Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $500,000);

Second – Directors' Charge (to the maximum principal amount of $200,000); and

Third – KERP Charge (to the maximum principal initial amount of $100,000).

14. Any discrepancy regarding priority of the Charges as between paragraph 13 of this Order and paragraph 32 of the ARIO shall be resolved by applying the priority scheme provided under paragraph 13 of this Order.

15. The filing, registration or perfection of the Charges shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

16. Each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and subject always to section 34(11) of the CCAA, such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and

claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

17. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or pari passu with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, and the beneficiaries of the Directors' Charge, the Administration Charge, and the KERP Charge or further order of this Court.

18. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made in this Order;

(b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

(d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

(f) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which it is a party;

(g) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(h) the payments made by the Applicants pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

____
The Honourable Justice R.W. Armstrong
Justice of the Court of King's Bench of Alberta

SCHEDULE "C"

SEALING ORDER

Clerk's stamp

COURT FILE NUMBER	2601-03446
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF RDFN FUM NATURAL PRODUCTS LTD. and RDFN FUM NATURAL PRODUCTS INC.
APPLICANTS	RDFN FUM NATURAL PRODUCTS LTD. and RDFN FUM NATURAL PRODUCTS INC.
DOCUMENT	**SEALING ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**MLT AIKINS LLP** Barristers and Solicitors #2100 – 222 3rd Ave SW Calgary, AB T2P 0B4 Attention: Ryan Zahara / Kaitlin Ward Telephone: (403) 693-5420 / 4311 Email: rzahara@mltaikins.com / kward@mltaikins.com File No. 0185373.00001

DATE ON WHICH ORDER WAS PRONOUNCED:	**JULY 27, 2026**
LOCATION WHERE ORDER WAS PRONOUNCED:	**CALGARY, ALBERTA**
NAME OF JUSTICE WHO MADE THIS ORDER:	**THE HONOURABLE JUSTICE R.W. ARMSTRONG**

UPON the application (the "**Application**") of RDFN FUM Natural Products Ltd. ("**FUM Canada**") and RDFN FUM Natural Products Inc. ("**FUM US**"; collectively with FUM Canada, the "**Applicants**") for an Order pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") approving, among other things, for an order sealing the Confidential Supplement to the Fourth Affidavit of Braeden Pauls, sworn July 20, 2026 (the "**Confidential Supplement**"); **AND UPON** having read the Application, the Confidential Supplement, the Fourth Affidavit of Braeden Pauls, sworn July 20, 2026, and the Bench Brief of the Applicants; **UPON UPON** having read the Third Report of Alvarez and Marsal Canada Inc. (the "**Monitor**"); **AND**

UPON noting that the required notice to the media has been filed; **AND UPON** hearing the submissions of counsel for the Applicants, counsel for the Monitor and counsel for any other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of the notice of the Application is hereby abridged and service thereof is seemed good and sufficient and this Application is properly returnable today.

2. The Confidential Supplement shall be sealed until the earlier of: (a) completion of the Applicants' proceedings under the CCAA; (b) the filing of the Monitor's Certificate, certifying the implememtation of a plan of compromise or arrangement; (c) January 27, 2027; or (d) by further order of the Court.

3. The Applicants shall provide a copy of the Confidential Supplement to the Clerk of the Court, who is hereby directed to seal any such copy of the Confidential Supplement in a sealed eneveloped which shall have a notice attached that sets out the style of cause of these proceedings and states that:

> **THIS ENVELOPE CONTAINS CONFIDENTIAL DOCUMENTS. THESE CONFIDENTIAL DOCUMENTS ARE SEALED ON COURT FILE NO. 2601-03446 PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE JUSTICE ARMSTRONG ON JULY 27, 2026. THESE CONFIDENTIAL DOCUMENTS ARE NOT TO BE ACCESSED BY ANY PERSON UNLESS OR UNTIL THE EARLIER OF: (I) COMPLETION OF THE APPLICANTS' PROCEEDINGS UNDER THE CCAA; (II) THE FILING OF A CERTIFICATE BY THE MONITOR, CERTIFYING THE IMPLEMEMTATION OF A PLAN OF COMPROMISE OR ARRANGEMENT; (III) JANUARY 27, 2027; OR (IV) FURTHER ORDER OF THE COURT.**

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The Honourable Justice R.W. Armstrong
Justice of the Court of King's Bench of Alberta